does that which is unlawful and which involves a risk of injury. * * The risk of the fall from whatever cause, is presumed to have been contemplated by the defendant when he falsely and fraudulently induced the plaintiff to retain his stock." This principle has long been recognized in insurance cases where it has been held that the company is liable on a fire insurance policy for goods stolen during removal from the premises in an attempt to save them from the fire. *The Independent, Etc., Ins. Co.* v. *Agnew*, 34 Pa. St. 96; *Tilton* v. *The Hamilton Fire Insurance Co.*, 14 How. Pr. (N. Y.) 363; *Newmark* v. *Insurance Co.*, 30 Mo. 160; *Leiber* v. *The Liverpool, Etc., Ins. Co.*, 6 Bush (Ky.) 639. The first of the above cases, then, is supportable on reason and on very respectable authority. There can be no doubt on the facts that the theft was foreseeable since the defendant employed detectives in its usual course of business to guard against theft from its premises. The court, however, went back on itself on the very same day in which the first case was decided. The dissenting opinion in the second case seems the better one. The dissenting opinion, though it cites no cases, has a very strong decision by Judge Story, in an analogous case, to support it. The action was on an insurance policy insuring a vessel against the usual risks. The declaration alleged a total loss by reason of seizure by the Republic of New Grenada and by peril over seas. The defendant showed that after seizure the vessel was allowed to rest in the hot climate where it became rotten through exposure to the action of worms. Story, J., there said: "I take it to be clear, that the whole loss is properly attributable to the capture. It would be an over-refinement and metaphysical subtlety to hold otherwise; and would shake the confidence of the commercial world in the supposed indemnity held out by policies against the common perils." *Magoun* v. *New England Marine Ins. Co.*, 1 Story, 157, 164. An English case is also in point. The insurance on the vessel was from perils of the sea. The ship in question drew a great deal of water during a storm; this wetted certain hides on board from which, as a consequence, a certain effluvium arose which spoiled the flavor of a shipment of tobacco also on board the vessel. It was held that the defendant was liable for the damage to the tobacco. *Montoya* v. *The London Assurance Co.*, 6 Exch. 451. See an excellent article by Judge Jeremiah Smith, "Legal Cause in Actions of Tort." 25 HARV. LAW REV. 103, 118 *et seq.*

RESTRICTIONS—CONSTRUCTION OF—"A SINGLE DWELLING HOUSE"—Plaintiff purchased a lot of ground from defendant, subject to a restriction that but "a single dwelling house" was to be erected on it. Defendant agreed to make like restrictions in conveyances of other property in the district. In these other conveyances he stipulated that duplex dwellings and apartment houses were permissible under the restriction. The plaintiff brought a bill in equity to restrain this as a violation of the covenant with him. *Held,* bill should be dismissed that the covenant is directed against the structure, not its use, and so long as there is a single structure, the restriction is complied with. *Rohrer* v. *Trafford Real Estate Co.* (Pa., 1918), 102 A. 1050.

In the interpretation of restrictions in deeds as to the character of buildings to be erected on the land conveyed, the term "dwelling" is the point at which the lines of authority diverge. Where the words "a single building," or "a single house," are used, there is no difficulty. It is the structure which is defined, and not the use to be made of it. Hence a two family flat was no violation of the restriction providing for not "more than one house to be erected on each forty foot frontage." *Pank* v. *Eaton*, 115 Mo. App. 171. And a house for two residences was allowed where "not more than one building shall be erected on a single lot," were the terms employed. *Fortesque* v. *Carroll*, 76 N. J. Eq. 583. But where the building was put up as two separate homes with a party wall between, it was held that the restriction "not more than one house shall be erected on any lot" was violated, the basis of the decision being that actually two houses had been constructed, though with but one roof. *Ilford Park Estates, Ltd.*, v. *Jacobs*, (1903), 2 Ch. 522. On the other hand, where the restriction was that no dwelling should be constructed "for more than two families," the intent was clear to prohibit a building capable of holding three families. *Ivarson* v. *Mulvey*, 179 Mass. 141. Where the term "dwelling" is involved, there is more confusion. The Michigan court is firm that "a dwelling house" means a building to accommodate but one family, and under such restriction refused to allow a double house with one entrance. *Schadt* v. *Britt*, 173 Mich. 647, 11 MICH. L. REV. 521; *Kingston* v. *Busch*, 176 Mich. 566. Massachusetts has taken a similar view, holding that the restriction "but one dwelling house shall be erected thereon" referred to use by one family, not merely to form of structure. *Powers* v. *Radding*, 225 Mass. 110. Missouri also adopts this view, and refused to allow a double house or an apartment house where not "more than one dwelling" was stipulated for. *Sanders* v. *Dixon*, 114 Mo. App. 229, cited and followed in *Thompson* v. *Langan*, 172 Mo. App. 64. An early and much cited case considering "dwelling" as referring to use rather than structure, is *Gillis* v. *Bailey*, 17 N. H. 18, 21 N. H. 149. The principal case is in line with the decisions that dislike restrictions on otherwise absolute conveyances of property, and limit them as strictly as possible. Illinois has allowed a four story apartment house to be put up on a lot in Chicago restricted to "a single dwelling," *Hutchinson* v. *Ulrich*, 145 Ill. 336. New York intimates a similar sentiment in *Roth* v. *Jung*, 79 N. Y. Supp. 822, in which case, however, the character of the neighborhood had changed. See also, *Reformed P. D. Church* v. *M. A. Bldg. Co.*, 214 N. Y. 268; commented upon in 13 MICH. L. REV. 694. Pennsylvania has precedent for the holding in the principal case. Where "no more than one dwelling house shall be erected or maintained on each forty foot lot," a duplex was allowed. *Hamnett* v. *Born*, 247 Pa. 418. The majority of the courts, however, seem to consider the parties' intentions rather than the population's intensity, and to use dwelling as referring to use, not structure.

TRADE MARKS AND TRADE NAMES—UNFAIR COMPETITION.—Defendant knowingly adopted as a trade mark and name for its syrup a trade mark and name extensively advertised by complainant's predecessor for its flour.